



LUXURY YACHT CREW PLACEMENT, CHARTER MARKETING, AND CHARTERBROKERAGE

CREW UNLIMITED PLACEMENT TERMS (Revised Jan 28th, 2013)

If you, the Client, do not agree to the following terms, you must cancel your order in writing within 24 hours or you will be obligated for payment of fees as outlined in terms 1 - 5 below.

1) EMPLOYER PAID FEE POLICY AGREEMENT:

By contacting Crew Unlimited and placing an order with us, by providing basic job description(s) of the position(s) to be filled, it is understood that the Client:

- a) engages Crew Unlimited to provide resumes of Candidates to be considered for employment,
- b) accepts all terms on this contract, including agreement to pay for services rendered, and
- c) has authority to enter into such agreement on behalf of the vessel owner.

2) SUBMISSION OF RESUMES:

It is the Client's responsibility to advise Crew Unlimited of Duplicate Resumes received by alternate sources, as well as names of Candidates already in correspondence with regarding the position, within 48 hours of receipt from Crew Unlimited. Further, documentation proving prior communication with Candidate(s) in question will be required for continued service from Crew Unlimited. This applies to all Candidates submitted by Crew Unlimited, for any position on board. Failure to provide notification and/or documentation within said time frame will obligate Client to Crew Unlimited for payment of earned placement fees regardless of alternate source of Candidates or time of receipt.

3) FEE STRUCTURE:

There is no fee charged for placing an order with Crew Unlimited. The basic job description will be posted on our website, with all contact information and yacht name withheld, where our registered crew can view the job description, and show interest in being submitted. Our Placement Coordinators will then conduct a search, review the portfolios of the interested Candidates, and submit only those that seem to match your parameters. No fee will be charged unless a Crew Unlimited Candidate is employed.

Permanent Placement Fee (121+ days) 7% of annual starting salary based on 12 months per year.

Temp-to-Perm Placement Fee (undetermined # of days) 25% override of wages paid, billed monthly, to a max. of 4 months. Minimum charge of \$50 applies.

4) TERMS:

Notification of Employment - Because Crew Unlimited does not employ the Candidates directly, when an offer of employment has been rendered and accepted, it is the Client's responsibility to inform Crew Unlimited of the terms of employment such as Candidate name, start date, position, and salary, within two weeks of hiring. In such cases where a Temporary Candidate returns to work for a Client after the initial employment period, within one year from the original referral, additional placement fees will be due. Client's failure to inform Crew Unlimited within two weeks of employment or re-employment of a Crew Unlimited Candidate will cause all normal placement fees to incur a 25% surcharge.



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Notification of Termination - Should a Permanent Candidate's employment be terminated within the Warranty Period, for just cause and not for lack of work, it is the Client's responsibility to inform Crew Unlimited of the date, total wages paid, and cause for termination within one week of separation from the employer to be eligible for a Replacement Candidate. Further, at the end of any temporary employment, it is the Client's responsibility to inform Crew Unlimited of finish date and total wages paid.

Payment Terms - Full payment is due within 30 days of invoice date or all Warranty Rights are waived. After 30 days, Client will be responsible to pay accrued interest of 1.5% per month plus reasonable costs of collection, including court costs, attorney fees, and/or collection agency fees.

5) NO BAD APPLE GUARANTEE:

Past performance is a good indicator of future performance! And while Crew Unlimited cannot guarantee the future performance of any candidate, we can guarantee that we have done our own due-diligence to assure that we are not promoting the career of a known 'Bad Apple.' But, if a 'Bad Apple' should happen to slip through the cracks and be submitted to a client where the candidate is subsequently employed and then fired for just cause, we will **refund your placement fee plus 10%!** Read complete details [HERE](#).

6) WARRANTY/REPLACEMENT PERIOD: (Warranty is valid only if all terms listed in Numbers 1-4 above have been met, and only for Permanent Placements.)

A change of Captain or Ownership during the candidate's first 90 days of employment does VOID all warranty and replacement rights. In the event that a Permanent Candidate is discharged with just cause, or voluntarily leaves said employer with or without just cause, within 90 days from start date, we will replace Candidate for the same position once at no additional charge. **The Replacement Candidate's Warranty Period for Little St James Island will be limited to 240 days from his/her start date.** In the event a suitable Replacement cannot be provided and a Candidate is hired through another source, the Client will receive a Credit Memo in the amount of the Permanent Placement Fee paid minus 25% of the Candidate's gross earnings retained as a Temporary Placement Fee, to be applied towards future placement costs, valid for up to three years from date of issue. There is no Warranty/Replacement period applicable for Temporary or Temp-to-Perm Placements.

Candidates hired are hired at-will as employees of the Client, and Crew Unlimited cannot be held responsible for the actions of the Candidate in any circumstance. Further, the Candidates are under no contract with Crew Unlimited, and all taxes and employment eligibility requirements are the responsibility of the Client, as are criminal background checks and reference verifications.